

## Comparison of the Proposed Agreement and *MMPL Enterprise Agreement 2015*

### Purpose

The table below summarises and explains the terms of the Operations Services Maintenance Agreement (**Proposed Agreement**) as compared with the *MMPL Enterprise Agreement 2015* (**MMPL Agreement**). The table below is intended to assist in understanding how the conditions contained in the MMPL Agreement compare to those in the Proposed Agreement.

### Context

There are employees who may be subject to an enterprise agreement that has transferred with them to the Company as part of a transfer of business under Part 2-8 of the *Fair Work Act 2009* (**Cth**) (FW Act). All of the enterprise agreements have reached their nominal expiry date, so if the Proposed Agreement is approved by the Fair Work Commission it will apply instead of any of those enterprise agreement when it commences operation.

If one of these agreements applied to you during a prior period of employment with another BHP group company or a third party contractor to BHP (**old employer**), then that agreement may still apply to your employment with the Company. The agreement would still apply to your employment if the requirements of section 311 of the FW Act are met:

- your employment with the old employer was terminated;
- within 3 months after termination, you became employed by the Company;
- the work you perform for the Company is the same or substantially the same as the work you performed for the old employer (**transferring work**);
- there is a connection between the Company and the old employer of one or more of the following types:
  - if the old employer was part of the BHP Group when you commenced employment with the Company; or
  - if the Company or another BHP Group company had previously outsourced the transferring work to your old employer or an associated entity of your old employer, and ceased to outsource that work; or
  - if the old employer or an associated entity of the old employer has outsourced the transferring work to the Company or another BHP group company; or
  - there is:
    - an arrangement between the old employer or an associated entity of the employer and the Company or another BHP group company; and
    - in accordance with that arrangement the Company or another BHP group company owns or has the beneficial use of some or all of the assets that the old employer or the associated entity of the old employer owned or had the beneficial use of and that relate to or are used in connection with the transferring work.

Further information about transfer of business is available from the Fair Work Ombudsman at <https://www.fairwork.gov.au/employment-conditions/when-businesses-change-owners>.

**Comparison table**

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>1. <b>TITLE</b></p> <p>This agreement will be known as the <i>Operations Services Maintenance Agreement</i> ("<b>Agreement</b>").</p>	<p><b>1 Title</b></p> <p>This agreement will be known as the MMPL Enterprise Agreement 2015</p>	
<p>2. <b>COVERAGE</b></p> <p>2.1 This Agreement shall cover:</p> <p>(a) OS ACPM Pty Ltd (ACN 623 848 895) ("<b>the Company</b>"); and</p> <p>(b) Employees of the Company employed in the classifications set out in clause 6.6 of this Agreement who undertake maintenance activities on a mining operation ("<b>Employees</b>"). "Mining operation" in this clause includes Port operations in Western Australia which service mining operations.</p>	<p><b>2 Coverage and Application of this Agreement</b></p> <p>This agreement shall cover and apply to:</p> <p>a) M Maintenance Services Pty Ltd ("<b>the Company</b>"); and</p> <p>b) Employees of the Company employed in a classification specified in Appendix 1 of this Agreement and engaged to perform work within the Commonwealth of Australia, except work in or in connection with the hydrocarbons industry.</p>	<p>The Proposed Agreement only covers maintenance employees. If the MMPL Agreement applied, its classifications are not restricted to maintenance work.</p>
<p>3. <b>RELATIONSHIP WITH OTHER INSTRUMENTS AND THE NATIONAL EMPLOYMENT STANDARDS</b></p> <p>3.1 Subject to clauses 14, 16, 17 and 25 of this Agreement, it does not incorporate the Company's policies or procedures (notwithstanding any references to any policies or procedures in this Agreement).</p> <p>3.2 While this Agreement operates in relation to an Employee, no other industrial instrument shall have effect in relation to the Employee.</p> <p>3.3 The National Employment Standards ("<b>NES</b>") apply to all Employees as a minimum standard. Where there is an inconsistency between the NES and a clause of this Agreement, the NES will apply and the clause of this Agreement will not apply, except to the extent that the clause of the Agreement provides for a more beneficial outcome for Employees than the NES.</p>	<p><b>5 Operation of Agreement</b></p> <p>This Agreement constitutes the entire agreement between the parties for the purposes of the Act. In this regard, except as provided by the Act, this includes that the Agreement operates to the exclusion of any other laws, any applicable Modern Award (including but not limited to the Manufacturing and Associated Industries and Occupations Award 2010 and the Electrical, Electronic and Communications Contracting Award 2010), collective agreements (whether registered or unregistered), custom and practice or other like instruments or arrangement for the purposes of any matter capable of inclusion in an enterprise agreement under the Act.</p>	<p>The Proposed Agreement includes an NES precedence clause. If the MMPL Agreement applied, it does not contain a NES precedence term, however the NES still provides the minimum for employees covered by the MMPL Agreement.</p>
<p>4. <b>TERM OF AGREEMENT</b></p> <p>4.1 This Agreement will commence operating seven days after the Agreement is approved by the Fair Work Commission ("<b>FWC</b>").</p>	<p><b>3 Commencement and Duration of Agreement</b></p> <p>This Agreement shall commence seven days after it is approved by the Fair Work Commission and shall have a nominal expiry date of four years following this date. After the nominal expiry date, this Agreement will continue to operate until terminated or replaced.</p>	<p>The nominal term of the MMPL Agreement has passed the nominal expiry date. If the Proposed Agreement is approved by the FWC, it will replace the MMPL Agreement, and it will not apply again.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>4.2 The term of the Agreement ends on the nominal expiry date of the Agreement and will be four years after the date on which the FWC approves the Agreement.</p> <p>4.3 The Agreement will continue to operate past the term of the Agreement until terminated, or replaced by another agreement.</p>	<p>- An undertaking provided by the Company states: <i>M Maintenance Service Pty Ltd undertakes that the reference in Clause 3 of the MMPL Enterprise Agreement 2015 (Commencement and Duration of Agreement) to 'this date' is intended to refer to the date of approval of the agreement. Consequently the nominal expiry date of the agreement is 4 years from the date of approval of the Agreement by the Fair Work Commission.</i></p>	
<p>5. <b>TYPE OF EMPLOYMENT</b></p> <p>5.1 Employees may be engaged under this Agreement as Full Time Employees or Part Time Employees.</p> <p>5.2 A Full Time Employee is an Employee who is employed to work ordinary hours of work as follows:</p> <p>(a) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement- an average of 35 ordinary hours per week, averaged over their roster cycle; or</p> <p>(b) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period.</p> <p>5.3 A Part Time Employee is an Employee who:</p> <p>(a) is employed to work less than the following number of ordinary hours per week:</p> <p>(i) in the case of an Employee to whom the <i>Black Coal Mining Industry Award 2020</i> would have applied but for the operation of this Agreement – an average of 35 ordinary hours per week, averaged over their roster cycle; or</p> <p>(ii) in the case of any other Employee – an average of 38 ordinary hours per week, averaged over a six month period;</p> <p>(b) has reasonably predictable hours of work; and</p>	<p><b>Section 11 Categories of Employment</b></p> <p>a) Nothing in this Agreement precludes employment on a full time, part time or casual ongoing basis, or as an engagement for a specific period of time, a maximum term, a seasonal basis or for a specified task.</p> <p>b) Full-Time Employees</p> <p>i. A Full-time Employee is an Employee who is required to work an average of 38 ordinary hours per week.</p> <p>c) Part-Time Employees</p> <p>i. A Part-Time Employee is an Employee who may be required to work an average of fewer than 38 ordinary hours per week.</p> <p>ii. For each ordinary hour worked, a Part-Time Employee will be paid no less than the ordinary time hourly rate for the relevant classification and be provided with pro-rata entitlements under this Agreement for those hours.</p> <p>d) Casual Employees</p> <p>i. A Casual Employee is an Employee who is engaged and paid as such.</p> <p>ii. An Employee engaged as a Casual Employee may be engaged to work on an irregular and intermittent basis as determined by operational requirements. A minimum engagement will be 4 hours per duty.</p> <p>iii. A casual loading of 20% will be paid for each or ordinary hour worked. The casual loading is paid as</p>	<p>The Proposed Agreement does not include casual employment.</p> <p>The Proposed Agreement provides for a weekly average of 38 hours averaged over a 6-month period (or 35 hours averaged over a roster cycle in the case of Coal Employees). If the MMPL Agreement applied, it provides for an average of 38 hours per week over a four week period for full-time employees.</p> <p>The Proposed Agreement has specific provisions for fixed term or specified task engagements. The MMPL Agreement does not.</p>

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<p>(c) receives, on a pro rata basis, equivalent pay and conditions to those of Full Time Employees who do the same kind of work.</p> <p>5.4 Each Part Time Employee's rostered hours of work, including the days when they will work and their starting and finishing times will be as agreed in writing between the Company and the Part Time Employee from time to time.</p> <p>5.5 All time worked in excess of the rostered hours as mutually arranged will be un-rostered overtime and paid for at the rates prescribed in clause 7.9.</p> <p>5.6 Employees may be engaged for a fixed term or specified task. Such Employees are not entitled to notice of termination or redundancy pay on expiry of the fixed term or completion of the specified task, unless required by the <i>Fair Work Act 2009</i> (Cth) ("<b>FW Act</b>").</p>	<p>compensation for annual leave, personal/carer's leave, community service leave, notice of termination, redundancy benefits and public holidays not worked and all other entitlements normally reserved for Permanent Employees. The night shift loading where applicable are exclusive of the casual loading.</p> <p><b>25 Ordinary Hours</b></p> <p>a) The ordinary hours of work shall be an average of 38 hours per week (7.6 hours per day) over a 4 week period. Wages, accruals, leave, superannuation and other service-related entitlements will be based on the average 38 hours per week worked as applicable.</p> <p>b) Ordinary hours of work will be between 6.00am and 6.00pm Monday to Friday, except in the case of employees engaged and paid as night shift workers.</p> <p><b>29 Overtime</b></p> <p>a) The nature of the work being performed by Employees is such that the Company may require them to work reasonable overtime. For the purposes of assessing the reasonableness of hours worked, hours of work will be averaged over a 12 month period. Overtime will be assigned on the basis of specific work requirements.</p>	
<p>6. <b>DUTIES</b></p> <p>6.1 Employees are required to undertake all duties as reasonably directed by the Company that are within their skill and competence and, where required by law, authorised, and in accordance with safe working practices.</p> <p>6.2 Employees will undertake training aimed at maintaining, enhancing or broadening their work skills and work performance as required by the Company and will teach work skills to others as required.</p> <p>6.3 Notwithstanding anything to the contrary in a contract of employment, all Employees covered by this Agreement are employed to work at deployments within a hub as directed by the Company from time to time. The relevant hubs are:</p> <p>(a) Queensland Hub which includes all mining operations in Queensland at which the Company provides services now or in the future;</p>	<p><b>7 Enterprise Flexibility</b></p> <p>All Employees will carry out lawful directions and duties that are within their skill, competency and training provided the Employee is capable of performing the work in a safe manner.</p> <p><b>14 Contract of Employment</b></p> <p>c) With the exception of authorised absences for which paid leave is prescribed by this Agreement, the Company is under no obligation to pay for any day not worked by an Employee.</p> <p><b>17 Distant Work</b></p> <p>a) Due to the nature of the work, Employees may be required to travel to a remote onsite location. [...]</p>	<p>If the MMPL Agreement applied, Employees who do not attend for work when required, will not be paid for the time that they did not attend or did not perform that work. There is no similar provision in the Proposed Agreement and the common law would apply.</p> <p>The Proposed Agreement provides that:</p> <ul style="list-style-type: none"> <li>• all Employees covered by the Proposed Agreement work at deployments within a hub as directed by the Company from time to time;</li> <li>• transfer between hubs will be made only with agreement with the employee ;and</li> <li>• unless otherwise agreed, 14 days' notice will be given where an Employee is required to change deployment within their hub.</li> </ul>

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<p>(b) Western Australia Hub which includes all mining operations in Western Australia at which the Company provides services now or in the future;</p> <p>(c) South Australia Hub which includes all mining operations in South Australia at which the Company provides services now or in the future; and</p> <p>(d) Any other region the Company designates as a new hub in the future.</p> <p>6.4 At least 14 days' notice, unless otherwise agreed between the Company and the Employee concerned, will be provided where an Employee is required by the Company to change deployment within their hub. Terms and conditions of employment will be reviewed in light of any change of responsibilities in the event of a transfer, but will remain at least as beneficial as set out in this Agreement.</p> <p>6.5 Transfer between hubs will be by agreement with the Employee.</p>		<p>If the MMPL Agreement applied, it states that employees may be required to travel to a remote onsite location but does not otherwise provide for their duties and location of employment.</p>

Proposed Agreement		MMPL Agreement	Additional comments on differences	
6.6 Employees will be placed in one of the following classifications:		<b>Appendix 1 – Classifications</b>	As noted above, the classifications in the MMPL Agreement are not restricted to maintenance work.	
<b>Classification</b>	<b>Description</b>	<b>Group</b>		<b>Classification</b>
Trainees	Employees employed under a training contract under state VET legislation.  For the avoidance of doubt, trainees and apprentices principally engaged at the Company's FutureFit Academies are not covered by this Agreement.	Group 1		<ul style="list-style-type: none"> <li>• Labourer</li> <li>• Peggy</li> <li>• Sentry</li> </ul>
Apprentices		Group 2		<ul style="list-style-type: none"> <li>• Trades Assistant</li> <li>• Chainperson or surveyor's assistance</li> <li>• Storeperson</li> <li>• Cladder</li> <li>• Bus Driver</li> <li>• Landscaper</li> </ul>
Non Trades	Non trade-qualified technicians undertaking maintenance work.	Group 3		<ul style="list-style-type: none"> <li>• Lagger</li> <li>• Truck Driver</li> <li>• Certified Rigger / Scaffolder (Basic and Intermediate)</li> <li>• Dogman</li> </ul>
Trades	Trade-qualified technicians undertaking maintenance work.	Group 4	<ul style="list-style-type: none"> <li>• Crane Driver (Under 40 Tonnes)</li> <li>• Certified Rigger / Scaffolder (Advanced)</li> <li>• Poly Welder</li> <li>• Blaster</li> <li>• Extra Low Voltage Installer / Communications Technician</li> <li>• Concrete Worker (structural work on concrete operations, including assisting tradesmen fixing formwork, fixing steel (including track welding steel reinforcements) placing concrete and finishing placed concrete;</li> <li>• Operates the following types of equipment; <ul style="list-style-type: none"> <li>○ Bitumen sprayer;</li> </ul> </li> </ul>	
6.7 An Employee's classification under clause 6.6 does not limit the duties that an Employee may be required to perform in accordance with clause 6.1.				

Proposed Agreement	MMPL Agreement		Additional comments on differences
		<ul style="list-style-type: none"> <li>○ Concrete batching plant;</li> <li>○ Concrete pump operator;</li> <li>○ Concrete agitator truck driver;</li> <li>○ Concrete finisher, powered;</li> <li>○ Crawler tractor with power operated attachment (up to and including 2000kg shipping mass);</li> <li>○ Hand sprayer, lance type;</li> <li>○ Pneumatic tyred tractor with power operated attachments (up to and incl. 1.5kW net engine power);</li> <li>○ Roller vibrating or non-vibrating (under 8 tonnes) – not hand controlled;</li> <li>○ Trenching machine (small ditch-witch type); and</li> <li>○ Drilling machine.</li> <li>● Pipe layer and drain work</li> <li>● Operates articulated on-site vehicles</li> <li>● Operates the following types of mobile plant <ul style="list-style-type: none"> <li>○ Bitumen sprayer (driver)</li> <li>○ Crawler loader (up to and including 15,000kg mass)</li> <li>○ Crawler tractor with power operated attachments (over 2000kg up to and inc. 15,000kg shipping mass)</li> <li>○ Dumper. Rear and bottom (above 2 cubic metres up to and inc. 30 metres struck capacity)</li> <li>○ Excavator up to and including 0.5 cubic metres struck capacity</li> <li>○ Grader (below 35Kw net engine power)</li> <li>○ Pile driver</li> </ul> </li> </ul>	

Proposed Agreement	MMPL Agreement		Additional comments on differences
		<ul style="list-style-type: none"> <li>○ Pneumatic tyred loader (up to and including 105kw net engine power)</li> <li>○ Pneumatic tyred tractor with power operated attachments (above 15kw up to and including 150kw net engine power)</li> <li>○ Roller (8 tonnes and above)</li> <li>○ Scraper (up to and including 10 cubic metres struck capacity)</li> </ul>	
	Group 5	<ul style="list-style-type: none"> <li>● Fitter Diesel</li> <li>● Mechanical Fitter</li> <li>● Pipe Fitter</li> <li>● Motor Mechanic</li> <li>● Sprinkler Plumber</li> <li>● Carpenter</li> <li>● Painter (Trade Qualified)</li> <li>● Tradesperson Other</li> <li>● Sandblaster</li> <li>● Boilermaker</li> <li>● Crane Driver 41-100 Tonnes</li> </ul> <p>Operates the following types of mobile plant:</p> <ul style="list-style-type: none"> <li>● Crawler loading (above 15,000kg mass up to and including 60,000kg mass)</li> <li>● Crawler tractor with power operated attachments (above 15,000kg up to and including 60,000kg mass)</li> <li>● Dumper, rear and bottom (above 30 cubic metres up to and including 120 cubic metres struck capacity)</li> <li>● Excavator (above 0.5 cubic metres, up to and including 5.5 cubic metres)</li> </ul>	



Proposed Agreement	MMPL Agreement		Additional comments on differences
		<p>struck capacity – this group includes Gradall)</p> <ul style="list-style-type: none"> <li>• Grader (35kw up to and including 190kw net engine power)</li> <li>• Pneumatic tyred tractor with power operated attachments (over 150k up to and including 500kw net engine power)</li> <li>• Pneumatic tyred tractor with power operated attachments (above 150kw up to and including 500kw net engine power)</li> <li>• Scraper (above 10 cubic metres up to and including 50 cubic metres struck capacity)</li> </ul>	
	Group 6	<ul style="list-style-type: none"> <li>• Electrician</li> <li>• Crane Driver (101 Tonnes and Over)</li> <li>• Coded Welder</li> <li>• Licensed Plumber</li> </ul>	
	Group 7	<ul style="list-style-type: none"> <li>• Instrumentation Electrician</li> <li>• Special Class Electrician</li> </ul>	
<p>7. <b>REMUNERATION</b></p> <p>7.1 Employees will be paid an annual fixed cash reward for their roster (“<b>Annual Salary</b>”).</p> <p>7.2 The Annual Salary includes compensation for:</p> <p>(a) all allowances (unless otherwise prescribed by this Agreement), disabilities, skills; and</p> <p>(b) any other loadings, penalties, overtime or other payments that would have been applicable to rostered hours in the applicable roster under the relevant modern award. This includes compensation for working on rosters which cover weekends, public holidays, and day/afternoon/night shifts.</p> <p>7.3 The Annual Salary is set out in the Employee’s contract of employment, as amended from time to time. The commencement of this Agreement does not have the effect of reducing the Annual</p>	<p><b>Section 5 – Income</b></p> <p><b>30 Schedules</b></p> <p>All employees engaged under this Agreement will be advised in writing at the time of engagement whether they are a Schedule 1 or Schedule 2 employee.</p> <p><b>31 Payment of Wages</b></p> <p>Payment of wages will be by electronic transfer on a weekly basis, into a bank or recognised Australian financial institution account of the Employee’s choice.</p> <p><b>33 Above Agreement Payments</b></p>		<p>Under the Proposed Agreement, the Annual Salary is contained in an Employee’s contract of employment as varied from time to time and:</p> <ul style="list-style-type: none"> <li>• will not decrease unless there is a change of position or roster with a lower salary and</li> <li>• will not be less than the Above Award Guarantee under the Proposed Agreement, which is calculated using the formula set out in Appendix 1.</li> <li>• will increase by a total of at least 4% of the Annual Salary paid to the Employee, inclusive of any increase to Annual Salary due to an increase in the Above Award Guarantee following the FWC’s annual wage review and the Company’s annual reward review process.</li> </ul>

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<p>Salary payable to any Employee under their contract of employment for their roster and in operation immediately prior to commencement of this Agreement. During the term of this Agreement, an Employee's Annual Salary:</p> <p>(a) will not be reduced, unless the Employee changes to a roster or a position with a different Annual Salary; and</p> <p>(b) subject to clause 7.3(c), will be reviewed annually as part of the Company's reward process, with outcomes to be determined at Company discretion and payable from the first pay period on or after 15 September each year;</p> <p>(c) between 1 July and 15 September each year, will increase by a total of at least 4% on the Annual Salary paid to the Employee for their roster position on 30 June of that year inclusive of:</p> <p>(i) any increase to Annual Salary required due to an increase in the Above Award Guarantee following the Fair Work Commission's annual wage review (usually effective 1 July); and</p> <p>(ii) the outcome of the Company's annual reward review process (effective in September).</p> <p>7.4 For the avoidance of doubt the 4% total increase each year is a minimum for an individual employee and not a maximum. A higher increase may be paid to individual employees:</p> <p>(a) based on the Company's assessment of individual performance of any employee;</p> <p>(b) where required to meet the Above Award Guarantee.</p> <p>7.5 The minimum Annual Salary payable under this Agreement to an Employee for working any roster will be not less than the Above Award Guarantee. An Employee's Annual Salary may be higher than required by the Above Award Guarantee.</p> <p>7.6 For the purposes of this Agreement:</p> <p>(a) subject to clause 7.9, the "Above Award Guarantee" is a guarantee that the Annual Salary payable to every Employee will be at least the amount calculated, using the relevant modern award rates and the additional 5% loading, in accordance with Appendix 1;</p>	<p>a) Subject to subclause (c), this Agreement establishes minimum pay and entitlements only.</p> <p>b) The Company may, at the Company's sole discretion, introduce additional payments over and above those outlined in this Agreement. Where this occurs, details of the additional payment will be put in writing to the affected employee/s.</p> <p>c) Where any above Agreement payments are made to an Employee, these additional payments shall be received by the Employee in satisfaction of and in compensation for any and/or all entitlements and allowances which might otherwise apply to the Employee under this Agreement, provided that the total payments made to the Employee are not less than they would have received under this Agreement for those entitlements.</p> <p><b>34 Rate Review</b></p> <p>The rates outlined in this Agreement will be reviewed annually (July) based on, but not limited to:</p> <ul style="list-style-type: none"> <li>• Applicable wage setting decisions of the FWC;</li> <li>• The Consumer Price Index (CPI);</li> <li>• Market conditions;</li> <li>• Contractual negotiations with our Client(s); and</li> <li>• The Company's competitiveness in securing future work,</li> </ul> <p><b>35 Apprentices</b></p> <p>a) Apprentices will be paid the following percentage of the applicable Tradesperson classification as set out in Schedules 1 and 2 of the Agreement, on completion and attainment of the following school standard:</p> <table border="1" data-bbox="904 1273 1585 1477"> <thead> <tr> <th>Year of Apprenticeship</th> <th>Grade 11</th> <th>Grade 12</th> <th>Adult (21+)</th> </tr> </thead> <tbody> <tr> <td>Year 1</td> <td>48%</td> <td>55%</td> <td>80%</td> </tr> <tr> <td>Year 2</td> <td>55%</td> <td>65%</td> <td>82%</td> </tr> <tr> <td>Year 3</td> <td>75%</td> <td>75%</td> <td>85%</td> </tr> </tbody> </table>	Year of Apprenticeship	Grade 11	Grade 12	Adult (21+)	Year 1	48%	55%	80%	Year 2	55%	65%	82%	Year 3	75%	75%	85%	<p>If the MMPL Agreement applied, it provides salaries for specific positions and classifications within positions and rosters as stated in Schedule 1 and Schedule 2 to the MMPL Agreement. Specific rates for night shifts are also included in the MMPL Agreement.</p> <p>Both Agreements cover trainees and apprentices. If the MMPL Agreement applied, apprentices will be paid in accordance with the applicable percentage of the Tradesperson classification as set out in Schedules 1 and 2. Under the Proposed Agreement these Employees would be provided an Annual Salary that is not less than the Above Award Guarantee calculated under Appendix 1.</p>
Year of Apprenticeship	Grade 11	Grade 12	Adult (21+)															
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(b) the "relevant modern award" in relation to any Employee is the modern award that would have applied to that Employee if this Agreement did not apply to that Employee.		Year 4	90%	90%	90%																																							
7.7	The Company will notify Employees of the Above Award Guarantee for their roster: <ul style="list-style-type: none"> <li>(a) on commencement of employment;</li> <li>(b) on any change of roster or position; and</li> <li>(c) between 1 and 15 July each year.</li> </ul>	<b>Schedule 1</b> The minimum all-inclusive hourly rates of pay, outlined below, include payment for all applicable allowances and disabilities associated with the work. The only exceptions are those detailed in this Agreement. The casual hourly rates of pay outlined below are inclusive of the casual loading outlined in this Agreement.																																										
7.8	For the purpose of calculating an Employee's Above Award Guarantee under this Agreement, <ul style="list-style-type: none"> <li>(a) The calculation will be based on the assumptions and formula in Appendix 1;</li> <li>(b) the minimum modern award pay level for Trades and Non-Trades employees upon which an individual Employee's Above Award Guarantee will be calculated under Appendix 1 is as follows:</li> </ul>	<table border="1"> <thead> <tr> <th colspan="3">Permanent</th> </tr> <tr> <th>Classification</th> <th>Ordinary Hourly Rate</th> <th>Overtime Hourly Rate</th> </tr> </thead> <tbody> <tr><td>Group 7</td><td>\$33.20</td><td>\$39.84</td></tr> <tr><td>Group 6</td><td>\$31.69</td><td>\$38.03</td></tr> <tr><td>Group 5</td><td>\$30.19</td><td>\$36.23</td></tr> <tr><td>Group 4</td><td>\$29.38</td><td>\$35.25</td></tr> <tr><td>Group 3</td><td>\$27.05</td><td>\$32.46</td></tr> <tr><td>Group 2</td><td>\$24.96</td><td>\$29.95</td></tr> <tr><td>Group 1</td><td>\$23.71</td><td>\$28.45</td></tr> </tbody> </table>					Permanent			Classification	Ordinary Hourly Rate	Overtime Hourly Rate	Group 7	\$33.20	\$39.84	Group 6	\$31.69	\$38.03	Group 5	\$30.19	\$36.23	Group 4	\$29.38	\$35.25	Group 3	\$27.05	\$32.46	Group 2	\$24.96	\$29.95	Group 1	\$23.71	\$28.45											
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Proposed Agreement				MMPL Agreement			Additional comments on differences			
	Other tradespersons 0-2 years trade qualified experience	Mine Worker - Advanced	Level 6	Group 1	\$28.45	\$28.45				
	Other tradespersons after 2 years trade qualified experience	Mine Worker - Specialised	Level 7	<p><b>Schedule 2</b></p> <p>The minimum all-inclusive hourly rates of pay, outlined below, include payment for all applicable allowances and disabilities associated with the work. The only exceptions are those detailed in this Agreement. The casual hourly rates of pay outlined below are inclusive of the casual loading outlined in this Agreement.</p>						
<p>(c) This clause 7.8 does not apply to Apprentices and Trainees. The Above Award Guarantee for Apprentices and Trainees will be based on the minimum modern award pay rate appropriate to their year of apprenticeship or traineeship.</p>				<b>Permanent</b>						
				<b>Group</b>		<b>Ordinary Hourly Rate</b>				
				Group 7		\$28.59				
				Group 6		\$27.30				
				Group 5		\$26.00				
				Group 4		\$25.30				
				Group 3		\$23.30				
				Group 2		\$21.49				
				Group 1		\$20.42				
							<b>Casual</b>			
				<b>Group</b>		<b>Ordinary Hourly Rate</b>				
				Group 7		\$34.31				
				Group 6		\$32.76				
				Group 5		\$31.20				
				Group 4		\$30.36				
				Group 3		\$27.96				
Group 2		\$25.79								
Group 1		\$24.51								

Proposed Agreement	MMPL Agreement	Additional comments on differences
	<p><b>28 Night Shift</b></p> <p>a) Employees may be required to work night shift. Other than in an emergency or by agreement with the affect employees, the Company shall provide at least 48 hours' notice of the requirement to work night shift.</p> <p>b) The ordinary hours for night shift Employees will be an average of 38 hours per week over a 4 week period. The day on which the majority of ordinary hours of the night shift falls be deemed as the day when the night shift is worked. Wages, accruals, leave, superannuation and other service-related entitlements will be based on the average 38 ordinary hours per week worked as applicable</p> <p>c) Subject to subclause (c), in addition to the wages paid under this Agreement, work performed whilst on night shift shall receive a flat loading of 15% of the ordinary rate of pay in addition to the applicable ordinary rate of pay.</p> <p>d) Work performed outside the ordinary hours in subclause (b) shall be paid at overtime rates and the night shift loading shall not apply to those hours.</p> <p>e) If an Employee is required to work night shift for a period of less than 5 consecutive night shifts, they shall be paid at overtime rates in lieu of the night shift loading prescribed in subclause (c) above. The Consecutive nature of night shifts will not be deemed to be broken if work is not carried out on a Saturday, Sunday or any Public Holiday.</p>	
<p>7.9 <b>Un-rostered overtime</b></p> <p>(a) Any un-rostered overtime worked by Employees will be paid at:</p> <p>(i) other than on public holidays, at double the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime; and</p> <p>(ii) on public holidays, at triple the Above Award Guarantee hourly roster rate for each hour of un-rostered overtime.</p> <p>(b) The Above Award Guarantee hourly roster rate for the purpose of calculating the un-rostered overtime rate will not be less than the rate calculated by dividing the Above Award Guarantee that is payable for the Employee's roster by the number of rostered hours per annum for the</p>	<p><b>29 Overtime</b></p> <p>a) The nature of the work being performed by Employees is such that the Company may require them to work reasonable overtime. For the purposes of assessing the reasonableness of hours worked, hours of work will be averaged over a 12 month period. Overtime will be assigned on the basis of specific work requirements.</p> <p>b) All hours additional to the ordinary hours shall be regarded as overtime.</p> <p>c) All overtime performed by a Schedule 1 Employee shall be paid at the overtime rate for the applicable classification outlined in Schedule 1.</p> <p>d) All overtime performed by a Schedule 2 Employee shall</p>	<p>Under the Proposed Agreement, where the Employee is required to work "un-rostered" overtime, they will be paid double the Above Award Guarantee hourly roster rate for un-rostered overtime and triple the hourly rate on public holidays. Rostered overtime is factored into the Above Award Guarantee at the relevant Award rates +5% under the Proposed Agreement.</p> <p>The MMPL Agreement includes additional provisions for both rostered and unrostered overtime as stated in clause 29.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>Employee's roster. The commencement of this Agreement does not have the effect of reducing the un-rostered overtime rate currently paid to any Employee for their roster and in operation immediately prior to commencement of this Agreement.</p>	<p>be paid as follows:</p>	
<p>(c) Alternatively, an Employee and the Company may agree in writing to the Employee taking time off instead of being paid for a particular amount of un-rostered overtime that has been worked by the Employee.</p>	<p>i. Monday to Friday: at the rate of time and one-half for the first two hours and double time thereafter.</p> <p>ii. Saturday: at the rate of time and one-half for the first two hours and double time thereafter.</p> <p>iii. Sunday: at the rate of double time.</p>	
<p>7.10 Where un-rostered overtime work is necessary it must be arranged so that Employees have at least 10 consecutive hours break between work on successive shifts.</p>	<p>e) Where a Casual Employee performs overtime under this Agreement, the casual loading does not apply to the overtime hours.</p>	
<p>7.11 In calculating overtime, each shift is to be treated separately.</p>	<p>f) If it is necessary to withdraw overtime, the Company will provide Employees with adequate notice (at least one hour during Monday to Friday and at least two hours on a weekend). The Company will not be required to give notice of withdrawal of overtime in the event of any industrial action that affects the works.</p>	
<p>7.12 <b>Call back</b></p>		
<p>(a) An Employee who is recalled to work overtime after leaving the workplace (whether the Employee was notified before or after leaving the workplace) will be paid for at least four hours work at the rate under clause 7.9, for each time the Employee is recalled.</p>	<p>g) Where an Employee commences weekend overtime work and is subsequently informed that the Employee is not required to work overtime, the Employee shall be paid a minimum of four hours' work at the applicable overtime rates. If the Employee arrives for work but has not commenced weekend overtime work and is advised that overtime is not required, the Employee shall be paid a minimum of two hours' at the applicable overtime rates.</p>	
<p>(b) The provisions of sub-clause (a) do not apply in the following cases:</p> <p>(i) where it is customary for an Employee to return to the workplace to perform a specific job outside of the Employee's ordinary working hours; or</p> <p>(ii) where the overtime is continuous (subject to a reasonable meal break) with the end or start of ordinary working time.</p>	<p>h) No Employee or Employees party shall, either directly or indirectly, impose any form of ban, limitation or restriction on working reasonable overtime.</p>	
<p>(c) Overtime worked on a call back of less than four hours will not be regarded as overtime for the purposes of a rest period if the actual time worked is less than four hours on any recall or on each of any recalls.</p>	<p>i) For the wellbeing of employees, the Company shall ensure wherever reasonably practical that no Employee shall be required to work so much overtime that they do not have at least ten consecutive hours off duty from completing one day's work to the commencement of the next day's work.</p>	
<p>7.13 Where the Company directs an Employee to undertake training outside of the Employee's normal shift patterns, either:</p> <p>(a) The Employee will be given time off in lieu for the period of the training delivery; or</p>	<p>j) If, on the instructions of the Company, an Employee continues or resumes work without having had ten consecutive hours off duty, the Employee shall then be entitled to be off duty until the Employee has had ten consecutive hours off duty without loss of pay for ordinary working hours occurring during the absence.</p>	

Proposed Agreement	MMPL Agreement	Additional comments on differences
(b) The Company may elect to make payment to the Employee in accordance with overtime rates for the period of the training delivery.		
<p>7.14 Annual Salary will be averaged over a year and paid fortnightly in arrears.</p> <p>7.15 Payment will be by electronic funds transfer to a bank account in Australia nominated by the Employee.</p> <p>7.16 Employees may be eligible to participate in the Company Incentive Program, as amended from time to time. The Company reserves the right in its sole discretion to cancel, replace, or make any variations to any such scheme at any time.</p> <p>7.17 Where an overpayment of salary or entitlements has occurred, Employees must repay the overpayment within a reasonable period of time. Where the overpayment is not repaid within a reasonable period of time, the Company is authorised by the Employee to deduct and retain any overpayments from the Employee's pay, including from termination payments to the fullest extent permitted by law and section 324 of the FW Act.</p>	<p><b>31 Payment of Wages</b></p> <p>Payment of wages will be by electronic transfer on a weekly basis, into a bank or recognised Australian financial institution account of the Employee's choice.</p>	<p>The Proposed Agreement provides for fortnightly pay, whereas the MMPL Agreement provides for weekly pay. The Proposed Agreement also provides for repayment of overpayments and deductions.</p> <p>The Proposed Agreement includes that Employees may be eligible to participate in the Company Incentive Program. If the MMPL Agreement applied, there is no incentive provision.</p>
7.18 Without limiting clause 3.1, the Company has a policy that provides for accident pay and may be amended by the Company from time to time, provided that accident pay for any employee will not be less than the Employee would receive if an accident pay clause in a modern award applied to that Employee, but for this Agreement.	<i>No equivalent provision</i>	<p>The Proposed Agreement provides that accident pay will be in accordance with Company policy, as amended from time to time.</p> <p>If the MMPL Agreement applied, there is no accident pay provision.</p>
<p>7.19 <b>Electrical Licences</b></p> <p>Where the Company requires an Employee to obtain or maintain a HV Switching or State Electrical Licence, the Company will reimburse the Employee for:</p> <p>(a) the cost of the licence; and</p>	<i>No equivalent provision</i>	<p>Under the Proposed Agreement, the cost of electrical licences will be reimbursed by the Company.</p> <p>Reimbursement of electrical licence cost is not provided for in the MMPL Agreement.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
(b) the cost of any required training course that has been approved in advance by the Company.		
<p>8. <b>SUPERANNUATION</b></p> <p>8.1 Employees are allowed a personal choice of complying superannuation fund, to receive superannuation contributions on their behalf. In the event the Employee does not elect a superannuation fund, superannuation will be paid to the Employee's stapled fund. If the Employee does not have a stapled fund, contributions are to be made by the Company to a default superannuation fund which offers a MySuper product. The Company reserves the right to change its default fund at any time.</p> <p>8.2 The Company's contribution on behalf of Employees will be in accordance with the <i>Superannuation Guarantee (Administration) Act 1992</i>, as varied from time to time.</p> <p>8.3 An Employee can request and the Company may agree that the Employee will forgo part of their Annual Salary otherwise payable under this Agreement in order to pay this amount into the Employee's nominated superannuation fund.</p> <p>8.4 Employee Superannuation Co-Contribution is offered at the discretion of the Company to participating Employees, who have completed a written election application, on the following conditions:</p> <p>(a) Subject to subclause (c), The Company may, at its discretion, review, vary or cease the Employee Co-Contribution Policy at any time. This includes where there are changes in Australian Taxation Office practice, tax rulings, legislation or legislative interpretation.</p> <p>(b) The Employee may cease Employee Co-Contribution at any time by 30 days' notice and submitting a completed election form.</p> <p>(c) The Company may cease Co-Contribution at any time by 30 days' notice.</p> <p>(d) Company and Employee Co-Contributions will cease during periods of unpaid leave unless otherwise agreed by the Company.</p>	<p><b>32 Superannuation</b></p> <p>a) The Company will provide superannuation contributions for employees in accordance with the <i>Superannuation Guarantee Charge Act 1992</i>. Superannuation is payable on ordinary hours of work. This contribution will be made to any complying superannuation fund nominated by the Employee, or to the Company's default superannuation fund in accordance with subclause (b).</p> <p>b) For default fund employees, superannuation contributions will only be made to a superannuation fund that has one or more of the following features:</p> <ul style="list-style-type: none"> <li>i. Offers a MySuper product;</li> <li>ii. Is an exempt public sector scheme; or</li> <li>iii. is a fund of which a relevant employee is a defined benefit member.</li> </ul>	<p>The Proposed Agreement provides for co-contributions in accordance with Company policy. Co-contributions are not provided for in the MMPL Agreement.</p>



Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(e) Company and Employee Co-Contributions are calculated in accordance with the Employee Co-Contribution Policy, as amended from time to time.</p> <p>(f) All contributions will only be paid into one superannuation fund for each Employee. Contributions made to and earnings received from a superannuation fund must be preserved in the fund until the Employee reaches preservation age or meet any other legislative and fund criteria allowing the release of superannuation benefits.</p> <p>(g) Company and Employee Co-Contributions will incur tax at the rate under the taxation legislation applicable at the time.</p>		
<p>9. <b>HOURS OF WORK</b></p> <p>9.1 The Company expects that an Employee's work will usually be completed in their rostered hours. Employees may be required to work reasonable un-rostered overtime.</p> <p>9.2 A rostered shift includes shift handovers to be completed as directed at the start and end of the shift.</p> <p>9.3 An Employee's rostered hours of work are inclusive of an Employee's ordinary hours and rostered overtime each week.</p> <p>9.4 By working these hours, Employees are acknowledging that the requirement to work the rostered hours of work is reasonable having regard to, among other things, the operational requirements of the workplace and the roster arrangements. The Annual Salary is calculated on the basis that Employees will work these hours.</p> <p>9.5 The Company shall determine each Employee's roster, including the days and hours of work, and starting and finishing times and places from time to time, and may change any such rosters, days and hours of work or starting and finishing times and places, provided that:</p> <p>(a) an Employee shall not be rostered to work more than 12.5 hours in any one shift and will have a minimum break of 10 consecutive hours between shifts;</p> <p>(b) the Company will provide an Employee with one week's notice of any change to an Employee's place on a roster, unless otherwise agreed with the Employee;</p>	<p><b>Section Four – Hours of Work</b></p> <p><b>25 Ordinary Hours</b></p> <p>a) The ordinary hours of work shall be an average of 38 hours per week (7.6 hours per day) over a 4 week period. Wages, accruals, leave, superannuation and other service-related entitlements will be based on the average 38 ordinary hours per week worked as applicable.</p> <p>b) Ordinary hours of work will be between 6.00am, and 6.00pm Monday to Friday, except in the case of employees engaged and paid as night shift workers.</p> <p>c) The Company will determine the method of working ordinary hours that best suits the Company's operational requirements. Where the Company wishes to alter the method of working ordinary hours, it may do so by agreement with the majority of the Employees affected by the change or where no agreement is reached, by providing one week's notice of the proposed change.</p> <p>d) To meet operational requirements, the spread of ordinary hours may be altered by a maximum of 2 hours prior to 6.00am or after 6.00pm. Where the Company wishes to alter the spread of ordinary hours, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one week's notice of the proposed change.</p> <p>e) Due to the nature of the work and operational requirements, the Company may introduce a roster system (including a compressed roster). Where the</p>	<p>Under the Proposed Agreement unless the Company and the Employee agree otherwise, the Company must provide:</p> <ul style="list-style-type: none"> <li>• notice of one week if it changes the Employee's place on a roster; and</li> <li>• notice of at least 7 days before it implements any change to the ordinary starting or finishing times on the roster or the starting and finishing places on a site unless there are operational reasons requiring a shorter notice period to be given,</li> <li>• if the Employee is moving from a non-continuous day roster to a rotating continuous roster, 14 days' notice (not 7) is required.</li> </ul> <p>If the MMPL Agreement applied, where the Company wishes to alter the method of working hours or introduce a roster system (including a compressed roster), it may do so:</p> <ul style="list-style-type: none"> <li>• by agreement with the majority of Employees affected by the change; or</li> <li>• where no agreement is reached, by providing one week's notice of the proposed change.</li> </ul> <p>Under the MMPL Agreement, where the</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(c) before implementing any change to ordinary starting and finishing times for an Employee's roster or a change to starting and finishing places on a site, the Company will provide at least 7 days' notice of the change, unless:</p> <p>(i) the Company and the Employee otherwise agree;</p> <p>(ii) there are operational requirements that require a shorter period of notice to be given; or</p> <p>(iii) the Employee is moving permanently from a non-continuous day roster to a rotating continuous roster, in which case the reference to 7 days is to be taken as 14 days.</p> <p>(d) For the avoidance of doubt, clause 24.1(b) applies to a change to the regular roster or ordinary hours of work of Employees.</p>	<p>Company wishes to introduce a roster system, it may do so by agreement with the majority of Employees affected by the change or where no agreement is reached, by providing one weeks' notice of the proposed change.</p> <p><b>26 Rostered Days Off</b></p> <p>a) The Company may implement an RDO system, where working hours are arranged on a system that provides for employees to accrue Rostered Days Off.</p> <p>b) If the Company implements a roster which includes RDO's, accrued RDO's shall be taken at a time mutually agreed between the Employee and the Company or, failing agreement, as required by the Company with 14 days' notice. Any RDOs accrued but not taken shall be paid out on termination at the ordinary rate of pay.</p>	<p>Company wishes to implement a roster which includes RDO's, accrued RDO's shall be taken:</p> <ul style="list-style-type: none"> <li>at a time mutually agreed between the Employee and Company; or</li> <li>failing agreement, with 14 days' notice.</li> </ul>
<p>9.6 Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked. The meal break and rest breaks shall be taken at times prescribed by the Company having regard to safety, operational and production requirements. Employees will not be required to work more than 5 hours without a meal and rest break. Reasonable time taken to travel to or from the area designated by the Company for crib will be counted as time worked and will not be counted as part of the paid meal break.</p>	<p><b>27 Rest and Meal Breaks</b></p> <p>a) A rest period of 15 minutes shall be allowed each morning. This rest period shall be taken without deduction of pay and shall be arranged at a time and a manner to suit operational requirements.</p> <p>b) Employees shall be entitled to a minimum unpaid 30 minute meal break each day and this break shall be completed no later than six hours after the commencement of work on that day.</p> <p>c) The Company may stagger the time of taking meal and rest breaks to meet operational requirements.</p>	<p>Under the Proposed Agreement, Employees are entitled to paid meal and rest breaks of 30 minutes for every 5 hours worked.</p> <p>The MMPL Agreement allows for a paid 15 minute rest period each morning, and an unpaid 30 minute meal break to completed no later than six hours after commencement of work on the day.</p>
<p>10. <b>PUBLIC HOLIDAYS</b></p> <p>10.1 The following days are public holidays:</p> <p>(a) New Year's Day</p> <p>(b) Australia Day</p> <p>(c) Good Friday</p> <p>(d) Easter Saturday (for Employees rostered to work ordinary hours on that day)</p> <p>(e) Easter Sunday</p>	<p><b>21 Public Holidays</b></p> <p>a) Work performed by a Schedule 1 Employee, on any day gazette as a public holiday in the locality an Employee is working, shall be paid at the overtime rate outlined in Schedule 1, except where another day is substituted in accordance with subclause (d).</p> <p>b) Work performed by a Schedule 2 Employee, on any day gazette as a public holiday in the locality an Employee is working, shall be paid at the rate of double time and one-half except where another day is substituted in accordance with subclause (d).</p>	<p>The Proposed Agreement contains additional provisions regarding public holiday work as compared with the MMPL Agreement, including clauses explaining the Company's position about the reasonableness of its request that employees work on public holidays. These matters remain subject to the NES. The Proposed Agreement also provides that Above Award Guarantee Annual Salaries will include compensation for 11 public holidays worked. The MMPL Agreement includes additional provisions for payment on public holidays,</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(f) Easter Monday</p> <p>(g) Anzac Day</p> <p>(h) Sovereign's Birthday</p> <p>(i) Christmas Day</p> <p>(j) Boxing Day</p> <p>(k) any additional day observed by the local community and gazetted at the place of work as a holiday</p> <p>(l) any day gazetted in addition or in lieu of one of these holidays.</p> <p>10.2 The Company provides continuous maintenance services to mining operations, and continues work across rosters for 24/7, 365/6 days a year shift coverage. It rosters shifts for all Employees and continues operating throughout public holiday periods to support safe and productive continuity of operations. As part of this Agreement:</p> <p>(a) The Company notifies Employees of their roster in advance, so Employees know:</p> <p>(i) the public holidays that fall within their rostered working time; and</p> <p>(ii) the two non-rostered public holidays each year that will not fall within their rostered working time. These days will be determined by the Employee's roster and are not required to be the same for any Employees.</p> <p>(b) The Company guarantees Above Award Guarantee Annual Salaries that include compensation for 11 public holidays worked.</p> <p>(c) Where an Employee is rostered to work one or more public holidays during the course of a year, the Company is requesting the Employee to work those days and the Company believes this is a reasonable request, in light of its workplaces, its operational requirements, its business requirements, the work performed by Employees, and the remuneration structure.</p> <p>(d) The FW Act provides a right for an Employee to refuse the request, if having regard to section 114 of the NES:</p>	<p>c) If a gazette public holiday falls on a day that the Employee is not rostered to work, the Employee shall not be entitled to payment for that day.</p> <p>d) By arrangement, the Company and an Employee may agree to substitute another day for any of the gazette public holidays for the location in which they are working. In this event, an Employee who works on a day which otherwise would have been a public holiday will be paid at ordinary rates.</p>	<p>whereas the Proposed Agreement:</p> <ul style="list-style-type: none"> <li>incorporates payment for rostered public holidays in the Above Award Guarantee Annual Salary;</li> <li>provides for unrostered overtime on public holidays to be paid at triple time.</li> </ul>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(i) the request by the Company is unreasonable; or</p> <p>(ii) a refusal by the Employee is reasonable.</p> <p>(e) If an Employee who is requested to work wishes to refuse that request to work, they should communicate this refusal and their reasons, in writing, to their Supervisor in accordance with the BHP Working Public Holidays Policy as amended from time to time.</p> <p>(f) This sub-clause does not apply to an Employee on a period of pre-approved leave on the public holiday.</p> <p>(g) No separate payment will be made where a public holiday falls during a non-rostered day.</p>		
<p>11. <b>ANNUAL LEAVE</b></p> <p>11.1 Annual leave entitlements will be provided for in accordance with the NES.</p> <p>11.2 Employees are entitled to annual leave, in addition to the amount provided for in the NES, such that the Employee's total entitlement to annual leave pursuant to the NES and this Agreement for each year of service is a cumulative total of 5 weeks.</p> <p>11.3 An Employee who:</p> <p>(a) is a seven-day roster Employee (an Employee who over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</p> <p>(b) works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays,</p> <p>is a shiftworker for the purpose of the NES and entitled annually to an additional week of annual leave in addition to clause 11.2, being a cumulative total of 6 weeks.</p> <p>11.4 Annual leave taken during employment or paid out on termination of employment is paid at an Employee's Annual Salary rate.</p> <p>11.5 An Employee and the Company may agree for the Employee to "cash out" amounts of annual leave provided that:</p>	<p><b>18 Annual Leave</b></p> <p>a) For each year of continuous service, an Employee (other than a Casual Employee) is entitled to progressively accrue an annual leave period of 4 weeks per year based on their ordinary hours of work in accordance with the Act. Continuous Shift Workers are shift workers for the purposes of the NES and therefore will also accrue an additional week's leave.</p> <p>b) Annual leave shall be paid at the Employees ordinary rate of pay for the ordinary time they would have worked had they not been on leave during the relevant period, provided leave has been accrued.</p> <p>c) All applications for leave must be made on the prescribed leave application form and be approved by the Employee's immediate supervisor. The application for leave should be made a minimum of four weeks prior to the commencement date. Approval will be subject to operational requirements, but the Company shall not unreasonably refuse a request by an Employee to take annual leave. Lesser notice may be provided by agreement between the Company and Employee (i.e. in the case of emergencies).</p> <p>d) Where the Company shuts down all or part of the business or there is a down turn in labour required, Employees may be relocated to another site for the period of the shutdown or downturn. If this is not possible,</p>	<p>Under the Proposed Agreement, all Employees receive 5 weeks of leave and shiftworkers receive 6 weeks of annual leave if they are an Employee who:</p> <ul style="list-style-type: none"> <li>over the roster cycle, may be rostered to work shifts on any of the seven days of the week); or</li> <li>works a roster which requires ordinary shifts on public holidays and not less than 272 ordinary hours per year on Sundays.</li> </ul> <p>If the MMPL Agreement applied, the minimum annual leave is 4 rather than 5 weeks, and a shift worker entitled to a 5<sup>th</sup> week of annual leave is an Employee who is a "Continuous shiftworker", which is defined as a "a seven day shift worker who is regularly rostered to work on Sundays and Public Holidays".</p> <p>The Proposed Agreement also includes additional provisions for cashing out of annual leave. If the MMPL Agreement applied, there is no cashing out of annual leave.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>11.6</p> <p>(a) the cashing out would not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;</p> <p>(b) each occasion of cashing out is by a separate agreement in writing between the Company and the Employee; and</p> <p>(c) cashed out annual leave is paid at the Employee's Annual Salary rate.</p> <p>The Company may shut down all or part of its operation for a particular period (<b>Temporary Shutdown Period</b>) and require affected Employees to take leave during that period provided:</p> <p>(a) unless a shorter period is agreed, the Company must give the affected Employees 28 days' written notice (or as soon as reasonably practicable for any Employee who is engaged after the notice is given to other Employees);</p> <p>(b) an affected Employee may elect to cover the temporary shutdown period by taking one, or a combination of two or more, of the following:</p> <p>(i) paid annual leave if the Employee has accrued an entitlement to such leave;</p> <p>(ii) leave without pay;</p> <p>(iii) if agreed by the Company, annual leave in advance;</p> <p>(c) if the Employee does not make an election, or leave in advance is not agreed, that covers the whole of the Temporary Shutdown Period, then the Company may reasonably direct the Employee in writing to take a period of paid annual leave to which the Employee has accrued an entitlement; and</p> <p>(d) if a temporary shutdown period includes a day or part-day that is a public holiday and would have been a working day for the Employee had the Employee not been on leave in accordance with this sub-clause, the Employee is taken not to be on leave on that day or part-day.</p>	<p>Employees will be required to take accrued annual leave for that period. Employees shall be given no less than 4 weeks' notice of the Company's intention to shutdown operations.</p>	
<p>12. <b>PERSONAL/CARER'S LEAVE</b></p>	<p><b>19 Personal / Carer's Leave</b></p> <p>a) For each year of continuous service, an Employee (other</p>	<p>Under the Proposed Agreement, untaken but accrued personal leave is to be paid out upon termination (except in defined circumstances),</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>12.1 Personal/carer's leave entitlement will be provided for in accordance with the NES and the relevant modern award, provided that:</p> <p>(a) Employees will be credited with their annual entitlement to personal/carer's leave under the NES and in accordance with the relevant modern award;</p> <p>(b) personal/carer's leave accruals for any Employee will not be less than the Employee would have received under a clause in a modern award that would have applied to that Employee but for this Agreement;</p> <p>(c) accrued but untaken personal/carer's leave will be paid out on termination of employment (except where the termination is a result of serious misconduct, or the Employee is within probation, or where personal/carer's leave transfers to a new employer) and is paid at the Employee's Annual Salary rate.</p> <p>12.2 Personal/carer's leave is paid at an Employee's Annual Salary rate.</p>	<p>than a Casual Employee) will progressively accrue ten days of Personal Leave based on their ordinary hours of work in accordance with the Act.</p> <p>b) An Employee shall be entitled to take an amount of accrued paid personal leave if the Employee is unable to attend work:</p> <p>i. On account of personal illness or injury; or</p> <p>ii. because the Employee is required to provide care or support to a member of the Employee's immediate family or household who requires care or support as they are sick or injured or has an unexpected emergency.</p> <p>c) To be entitled to paid personal leave after the first 2 single day absences in any 12 month period or any single absence of 2 days or more, the Employee must provide the Company with a medical certificate.</p> <p>d) The Employee shall, within 2 hours of the commencement of such absence or such other reasonable period, inform the Company of the inability to attend for duty, and, as far as is practicable, state the nature of the illness or incapacity and the estimated duration of the absence.</p> <p>e) The unused portions of the entitlement to paid personal leave in any one year shall accumulate from year to year. Accrued personal leave is not paid out on termination.</p> <p>f) A Casual Employee, or a Permanent Employee who has exhausted their paid leave accrual, is entitled to 2 days of unpaid carer's leave on each occasion as outlined in subclause (b)(ii) above, subject to the notice and evidence requirements outlined in subclauses (c) and (d) above.</p>	<p>but there is no payout of personal leave under the MMPL Agreement.</p>
<p>13. <b>COMPASSIONATE LEAVE</b></p> <p>13.1 Compassionate leave entitlements will be provided for in accordance with the NES.</p> <p>13.2 Compassionate leave is paid at an Employee's Annual Salary rate.</p>	<p><b>20 Compassionate Leave</b></p> <p>Employees are entitled to two days' paid compassionate leave, additional to personal leave, (unpaid for Casual Employees) where a member of their immediate family or household contracts or develops a personal injury or illness that poses a serious threat to their life or passes away. If an Employee requires access to this leave, they must discuss their entitlement to this leave with their Supervisor.</p>	<p>Both Agreements provide for two days of paid compassionate leave per occasion, consistent with the NES.</p>
<p>14. <b>PARENTAL LEAVE</b></p>	<p><b>23 Parental Leave</b></p> <p>Employees are entitled to Parental Leave in accordance with</p>	<p>Under the Proposed Agreement parental leave is paid in accordance with the BHP Group</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>14.1 Subject to clause 14.2, Employees are entitled to parental leave at least in accordance with the BHP Group Parental Leave Australia Policy, as amended from time to time.</p> <p>14.2 The entitlements under clause 14.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at commencement of the Agreement.</p>	<p>the Act.</p>	<p>Parental Leave Australia Policy, the entitlements of which will never be less than the NES. The BHP Group Parental Leave Australia Policy currently provides for 18 weeks paid parental leave. This cannot be reduced for the term of the Proposed Agreement.</p> <p>If the MMPL Agreement applied, it provides for Parental Leave in accordance with the FW Act.</p>
<p>15. <b>LONG SERVICE LEAVE</b></p> <p>15.1 Long service leave is in accordance with applicable legislation.</p> <p>15.2 Long service leave accrues and must be taken subject to relevant legislation and the Company policies, as amended from time to time.</p> <p>15.3 Long service leave is paid at an Employee's Annual Salary rate in accordance with their normal pay periods.</p>	<p><b>24 Long Service Leave</b></p> <p>Employees are entitled to Long Service Leave pursuant to the provisions of any applicable long service leave legislation, including but not limited to, any applicable portable paid long service leave scheme.</p>	<p>Both Agreements provide for long service leave in accordance with applicable legislation.</p>
<p>16. <b>COMMUNITY SERVICE LEAVE</b></p> <p>16.1 Subject to clause 16.2, community service leave entitlements are provided for in accordance with the BHP Group Public Service Leave – Australia Policy, as amended from time to time.</p> <p>16.2 The entitlements under clause 16.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p><b>22 Community Service Leave</b></p> <p>Employees are entitled to Community Service Leave in accordance with the Act.</p>	<p>Both Agreements provide for community service leave in accordance with the NES. The Proposed Agreement also provides that this will be in accordance with the BHP Group Public Service Leave – Australia Policy.</p>
<p>17. <b>LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE</b></p> <p>17.1 Subject to clause 17.2, paid family and domestic violence leave is provided for in the BHP Group Family and Domestic Violence Support Policy, as amended from time to time.</p> <p>17.2 The entitlements under clause 17.1 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement.</p>	<p><i>No equivalent provision. The NES would apply.</i></p>	<p>The Proposed Agreement provides that family and domestic violence leave will be provided in accordance with the NES and the BHP Group Family and Domestic Violence Support Policy.</p> <p>The MMPL Agreement does not include an equivalent provision, so the NES entitlement would apply.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>18. <b>LEAVE WITHOUT PAY</b></p> <p>18.1 An Employee who has exhausted all leave entitlements may make a written application for leave without pay stating the reasons, and the proposed commencement and completion dates. Leave without pay, and its duration, may be granted at the Company's sole discretion. Leave without pay under this clause does not count as service.</p>	<p><i>No equivalent provision</i></p>	<p>The Proposed Agreement provides that an employee can apply to the Company to take unpaid leave where they have exhausted all leave entitlements.</p> <p>While not provided in the MMPL Agreement, there is nothing that would prevent Employees from applying for unpaid leave under the MMPL Agreement.</p>
<p>19. <b>INCLEMENT WEATHER</b></p> <p>19.1 Arrangements in the event of severe wet weather or a cyclone are dealt with in the relevant Asset or site policy, as amended from time to time.</p> <p>19.2 Where Employees cannot get to work due to severe wet weather or a cyclone, they are enabled to utilise accrued annual leave if they desire.</p>	<p><i>No equivalent provision.</i></p>	<p>The Proposed Agreement provides for arrangements in circumstances of inclement weather. The MMPL Agreement does not include an equivalent provision.</p>
<p>20. <b>ACCOMMODATION AND TRAVEL</b></p> <p>20.1 For the term of this Agreement, the following arrangements will apply.</p> <p>20.2 <b>In this clause:</b></p> <p>(a) <b>Local Area</b> means the area within a radius of the site at which an Employee is working from which it is reasonably practical to drive from the Employee's residence in and out of that site for each shift in accordance with any fatigue management plan requirements for the site;</p> <p>(b) <b>Local Employee</b> means any Employee who resides within the Local Area;</p> <p>(c) <b>Commute Employee</b> is an Employee who lives outside a radius of the site at which they are working and from which it is not reasonably practical to drive from the Employee's residence in and out of that site for each shift, but from which it is reasonably practical to drive in and out of that site for each swing in accordance with any journey management plan requirements for the site;</p>	<p><b>17 Distant Work</b></p> <p>a) Due to the nature of the work, Employees may be required to travel to a remote onsite location.</p> <p>b) In such circumstances the Company will provide:</p> <p>i. Flights at no cost to the Employee between the site and the capital city airport of the state in which the site is located; and</p> <p>ii. Suitable accommodation and meals for Employees.</p> <p>c) Employees residing in such accommodation must follow all associated camp rules and procedures.</p>	<p>The Proposed Agreement sets out detailed arrangements applying to benefits for Employees depending on where they reside, and various travel and accommodation allowances.</p> <p>The MMPL Agreement sets out provisions that if Employees are required to travel to a remote onsite location, the Company will provide flights and suitable accommodation.</p>



Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(d) <b>Non-Local Employee</b> means any other Employee that is not a Local Employee or Commute Employee.</p> <p>20.3 <b>Employment in a hub</b></p> <p>Employees are employed to work at deployments within a hub as directed by the Company from time to time. As a result, Employees are not employed to work in a single location or site and are able to choose where to reside.</p> <p>20.4 <b>Local Employees Benefits</b></p> <p>(a) Subject to this clause 20.4, Local Employees will travel to and from the site in their own time and at their own expense each day that they are required to perform work.</p> <p>(b) Local Employees will be paid a local allowance of \$8,000 per year paid in equal fortnightly instalments included in their regular pay, for each fortnight work, including non-rostered overtime, is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Local Employees to travel daily to and from the site from a designated location and by a designated means, such transport will be at the Company's cost, and will not affect payment of the allowance in clause 20.4(b).</p> <p>(d) This clause does not apply if an Employee accepts other housing arrangements with the Company.</p> <p>20.5 <b>Commute Employees Benefits</b></p> <p>(a) Subject to clause 20.7, the Company will provide Commute Employees at the Company's cost, with single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion, and if an Employee chooses not to stay in the accommodation provided the Employee will be responsible for their own accommodation at their own expense.</p> <p>(b) The Company will provide Commute Employees at its cost with:</p> <p>(i) road transport to and from the site from the accommodation each day that they perform work as directed;</p>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(ii) a travel allowance of \$5,000 per year paid in equal fortnightly instalments included in their regular pay, for all incidental costs incurred in travelling to and from their residence to their accommodation to perform work, including non-rostered overtime, as required. This allowance will be included in regular pay for each fortnight work is performed as required or an Employee is on paid leave.</p> <p>(c) Where the Company requires Commute Employees to commute to and from the accommodation by a designated means, such transport will be at the Company's cost and will not affect payment of the allowance in clause 20.5(b).</p> <p><b>20.6 Non-Local Employees Benefits</b></p> <p>(a) Subject to clause 20.7 the Company at its cost, will provide Non-Local Employees with:</p> <p>(i) single person's village or other accommodation during the rostered swing of work. The type and location of the accommodation is at the Company's discretion. If an Employee chooses not to stay in the accommodation provided, the Employee will be responsible for their own accommodation at their own expense;</p> <p>(ii) air transport between:</p> <p>(A) the transport departure points in (C) to (E) below; or</p> <p>(B) any other departure point(s) nominated by the Company from time to time,</p> <p>and the nominated provincial airport and return, to meet the Employee's roster.</p> <p>At the commencement of this Agreement the transport departure points are:</p> <p>(C) for the Queensland Hub – Brisbane;</p> <p>(D) For the Western Australia Hub – Perth;</p> <p>(E) For the South Australia Hub – Adelaide;</p>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
<ul style="list-style-type: none"> <li>(iii) road transport to and from the site from the accommodation each day that they perform work; and</li> <li>(iv) road transport between the provincial airport nominated by the Company and the single person's village or other accommodation and return.</li> <li>(b) The Company can require Employees to travel under this sub-clause by a designated means, timetables, and carriers.</li> </ul>		
<p>20.7 <b>Conditions of travel and accommodation</b></p>		
<ul style="list-style-type: none"> <li>(a) Only one of subclauses 20.4 , 20.5, or 20.6 will apply. An Employee must provide a written request to their Supervisor at least 28 days prior to any change in status under those clauses.</li> <li>(b) The benefits apply for: <ul style="list-style-type: none"> <li>(i) each week the Employee works in accordance with the directions of the Company or is on paid leave; and</li> <li>(ii) the term of this Agreement.</li> </ul> </li> <li>(c) The allowances applicable under this clause: <ul style="list-style-type: none"> <li>(i) are divisible flat payments and do not compound for overtime or any penalty;</li> <li>(ii) apply pro rata for Part Time Employees in accordance with clause 5.3.</li> </ul> </li> <li>(d) All travel and rest time under this clause is non-working time.</li> <li>(e) Employees who choose to use the accommodation or travel provided will, as a condition of employment, abide by the rules and regulations of the Company and/or the operator, as amended from time to time. Disruptive behaviour and/or breaching rules and regulations can invoke removal of accommodation and/or travel rights. An Employee who has their rights withdrawn and does not provide their own accommodation and/or travel in</li> </ul>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>accordance with their roster, may have their employment terminated.</p> <p>(f) Employees must comply with the journey management plan requirements of any site.</p> <p>(g) Without limiting sub-clauses 20.7(d) and (f), to assist with management of fatigue, Non-Local and Commute Employees travelling to or from the Local Area to perform work may be required by the Company to:</p> <p>(i) travel on the day preceding the first shift and rest at designated Company provided accommodation, prior to commencing the first shift; and</p> <p>(ii) on completion of work on any roster, travel may include rest at designated Company provided accommodation during the period following the completion of the final shift before commencing commute travel.</p> <p>(h) Where any transport is provided by the Company, an Employee must travel on the scheduled transport that is allocated to the Employee. In circumstances where an Employee, for any reason other than a direction by the Company, does not travel at the allocated time:</p> <p>(i) it will be the Employee's responsibility to provide an alternate means of transport at the Employee's cost and subject to journey management and fatigue management requirements; or</p> <p>(ii) where that is not possible, it may result in the Employee being ineligible to work that rostered shift and no payment will be provided for that shift.</p>		
<p>21. <b>STAND ASIDE AND STAND DOWN</b></p> <p>21.1 Subject to clause 21.3, the Company can stand aside an Employee:</p> <p>(a) with or without pay for full or partial refusal of duty; or</p> <p>(b) with or without pay for neglect of duty; or</p> <p>(c) with or without pay for misconduct, while it is being investigated.</p>	<p><i>No equivalent provision for stand aside.</i></p> <p><b>15 Stand Down</b></p> <p>The Company is entitled to stand down an Employee during any period the Employee cannot be usefully employed because of any industrial action, any break down in machinery or equipment, or for any cause for which the Company cannot reasonably be held responsible. The Company is not required to make any payment to the Employee for the duration of the stand down period.</p>	<p>The Proposed Agreement contains procedures governing the situations in which an Employee can be stood aside with or without pay. The MMPL Agreement does not have any equivalent provision.</p> <p>However, the MMPL Agreement does have a similar provision on stand down to the Proposed Agreement.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>21.2 If the Company stands aside an Employee without pay for neglect of duty or misconduct and the Company determines after an investigation that the Employee did not neglect their duty or did not engage in any misconduct (as the case may be), the Company will pay the Employee the full amount of remuneration they would have received in respect of the period for which they were stood aside.</p>		
<p>21.3 Subject to the NES:</p> <p>(a) An Employee stood aside under clause 21.1(c) is entitled to be paid their Annual Salary for the period they are stood aside, provided the Employee:</p> <p>(i) remains ready, willing and able to perform work; and</p> <p>(ii) complies with all lawful and reasonable directions given by the Company during this period (including, for example, any direction to participate in the investigation into alleged misconduct).</p> <p>(b) If an Employee stood aside with pay under this clause fails to meet the requirements of sub-clause 21.3(a), the Employee is not entitled to be paid their Annual Salary for the period that the Employee does not meet those requirements.</p>		
<p>21.4 The Company may stand down an Employee without pay during a period in which the Employee cannot usefully be employed because of one of the following circumstances:</p> <p>(a) industrial action;</p> <p>(b) a breakdown of machinery or equipment if the Company cannot reasonably be held responsible for the break down; or</p> <p>(c) an interruption to work for any cause for which the Company cannot reasonably be held responsible.</p>		
<p>21.5 Employees who have been stood down under the circumstances described in clause 21.4 above may request to take accrued annual or long service leave entitlements. Approval is at the Company's discretion.</p>		
<p>21.6 Any Employee stood down under clause 21.4 will continue to have their service recognised for the purposes of "continuous service".</p>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>22. <b>ISSUE RESOLUTION PROCEDURE</b></p>	<p><b>10 Resolving Workplace Concerns or Disputes</b></p>	
<p>22.1 This clause sets out the process for resolving issues which relate to:</p> <p>(a) a matter arising under this Agreement; or</p> <p>(b) the NES.</p>	<p>a) The following dispute resolution procedure will apply to any dispute arising under this Agreement or in relation to the National Employment Standards (except in relation to disputes under sections 65(5) or 76(4) of the Act).</p>	<p>Both the Proposed Agreement and the MMPL Agreement set out the dispute procedure that outlines the specific steps to be taken before referral to the FWC for conciliation.</p>
<p>22.2 Where an issue under clause 22.1 arises which an Employee seeks to be resolved, the issue must first be referred for discussion between the Employee and their immediate Supervisor to attempt to resolve the issue.</p>	<p>b) Parties to a dispute under this clause may be represented by any representative of their choice at any stage of this procedure.</p>	<p>Both Agreements provide that the FWC may arbitrate a dispute, if agreed by the parties.</p>
<p>22.3 If the issue remains unresolved, it may be referred for discussion between the Employee and the Employee's Superintendent.</p>	<p>c) The agreed procedure is detailed hereunder.</p> <p>Stage 1: If an Employee wishes to raise an issue they will initially confer with their immediate Supervisor who will seek to resolve the matter.</p>	
<p>22.4 If the issue is still not resolved, it may be referred for discussion between the Employee and the Employee's Departmental Manager.</p>	<p>Stage 2: If the matter is not satisfactorily resolved (or it is inappropriate for the Employee to raise it with their Supervisor), the Employee is entitled to raise the issue with their Superintendent or equivalent who will seek to resolve the matter.</p>	
<p>22.5 Discussions in accordance with clauses 22.2, 22.3 and 22.4 will be held as soon as reasonably practicable.</p>	<p>Stage 3: If the Employee is not satisfied with the manner in which the concerns were addressed in the previous stages, they may seek a review from the Site Manager or the Site Manager's delegate. The matter and all relevant circumstances relating to it will be reviewed, including all steps that have been taken to resolve it. Where practicable, a written reply will be given to the Employee.</p>	
<p>22.6 By agreement, the Company and the Employee may bypass any of the steps in clauses 22.3 or 22.4 in the interests of speedy resolution of the issue.</p>	<p>Stage 4: If the matter is still not resolved, the Company or the affected Employee may refer the matter to the Fair Work Commission for conciliation and, when the parties agree, for arbitration. Any settlement of a dispute pursuant to this provision shall not vary the terms and conditions contained in this Agreement.</p>	
<p>22.7 If the issue resolution processes in clauses 22.2, 22.3 and 22.4 have genuinely been exhausted (with the exception of the processes in clauses 22.3 or 22.4 if there was an agreement to bypass any of these steps), and the issue is still unable to be resolved at the workplace level, either party (or its representative) may refer the matter to the FWC for conciliation. If the matter remains unresolved, it can be referred to the FWC for arbitration by consent of both parties involved.</p>	<p>d) While the parties are trying to resolve the dispute using the procedures in this term:</p> <p>i. an Employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and</p> <p>ii. an Employee must comply with a direction given by the Company to perform other available work at the same workplace, or at another workplace, except to</p>	
<p>22.8 Either the Employee or the Company may have a representative to assist at any stage of this process.</p>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
	<p>the extent that:</p> <ul style="list-style-type: none"> <li>a. the other work gives rise to a reasonable concern about an imminent risk to his or her health or safety; or</li> <li>b. applicable occupational health and safety legislation would not permit the work to be performed.</li> </ul> <p>e) It is a fundamental condition of this Agreement that the above procedure is complied with and that no unprotected industrial action is taken by Employees during the operation of this Agreement.</p>	
<p>23. <b>INDIVIDUAL FLEXIBILITY</b></p> <p>23.1 The Company and any Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:</p> <ul style="list-style-type: none"> <li>(a) the arrangement deals with 1 or more of the following matters: <ul style="list-style-type: none"> <li>(i) arrangements about when work is performed;</li> <li>(ii) overtime rates;</li> <li>(iii) penalty rates;</li> <li>(iv) allowances;</li> <li>(v) leave loading; and</li> </ul> </li> <li>(b) the arrangement meets the genuine needs of the Company and Employee in relation to 1 or more of the matters mentioned in paragraph (a); and</li> <li>(c) the arrangement is genuinely agreed to by the Company and Employee.</li> </ul> <p>23.2 The Company must ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>(a) are about permitted matters under section 172 of the FW Act; and</li> <li>(b) are not unlawful terms under section 194 of the FW Act; and</li> </ul>	<p><b>9 Individual Flexibility</b></p> <p>The Company and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:</p> <ul style="list-style-type: none"> <li>a) The Individual Flexibility Agreement deals with 1 or more of the following matters: <ul style="list-style-type: none"> <li>i. arrangements for when and how work is performed;</li> <li>ii. the designation of ordinary working hours;</li> <li>iii. overtime rates;</li> <li>iv. penalty rates; and</li> <li>v. allowances;</li> </ul> </li> <li>b) The arrangement meets the genuine needs of the Company and the Employee in relation to 1 or more of the matters mentioned in paragraph (a); and</li> <li>c) The arrangement is genuinely agreed to by the Company and the Employee.</li> </ul> <p>The Company will ensure that the terms of the individual flexibility arrangement:</p> <ul style="list-style-type: none"> <li>d) are about permitted matters under section 172 of the Act;</li> <li>e) are not unlawful terms under section 194 of the Act; and</li> <li>f) result in the Employee being better off overall than the Employee would be if no arrangement was made.</li> </ul> <p>The Company will ensure that the individual flexibility</p>	<p>The Individual Flexibility Term in the Proposed Agreement and the MMPL Agreement are similar to the model term, although the MMPL Agreement term includes “the designation of ordinary working hours” instead of “leave loading” in the list of matters that an individual flexibility arrangement can be made about.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.</p> <p>23.3 The Company must ensure that the terms of the individual flexibility arrangement:</p> <p>(a) is in writing;</p> <p>(b) includes the name of the Company and Employee; and</p> <p>(c) is signed by the Company and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and</p> <p>(d) includes details of:</p> <p>(i) the terms of this Agreement that will be varied by the arrangement; and</p> <p>(ii) how the arrangement will vary the effect of the terms; and</p> <p>(iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and</p> <p>(e) states the day on which the arrangement commences.</p>	<p>arrangement:</p> <p>g) is in writing;</p> <p>h) includes the name of the Company and Employee;</p> <p>i) is signed by the Company and the Employee (or if the Employee is under 18 years of age, by the Employee's parent or guardian); and</p> <p>j) includes details of:</p> <p>i. the terms of the Agreement that will be varied by the arrangement;</p> <p>ii. how the arrangement will vary the effect of the terms;</p> <p>iii. how the Employee will be better off overall in relation to the terms and conditions of employment as a result of the arrangement; and</p> <p>iv. states the day on which the arrangement commences.</p> <p>The Company will provide the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p>	
<p>23.4 The Company must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.</p>	<p>The Company or Employee may terminate the individual flexibility arrangement:</p>	
<p>23.5 The Company or Employee may terminate the individual flexibility arrangement:</p> <p>(a) by giving no more than 28 days written notice to the other party to the arrangement; or</p> <p>(b) if the Company and Employee agree in writing—at any time.</p>	<p>k) by giving 28 days' written notice to the other party to the arrangement; or</p> <p>l) in writing at any time, provided that the Company and the Employee agree in writing.</p>	
<p>24. <b>MANAGEMENT OF CHANGE / CONSULTATION</b></p> <p>24.1 This term applies if the Company:</p> <p>(a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or</p>	<p><b>8 Consultation</b></p> <p>For the purposes of consultation under either subclauses (c) and (d):</p> <p>a) Employees may be represented by a person of their choice; but</p> <p>b) Nothing shall be taken to require the Company to disclose confidential or commercially sensitive information as part</p>	<p>The consultation clause in the Proposed Agreement mirrors the Model Term as contained in the FW Act and Regulations.</p> <p>The MMPL Agreement includes a less detailed consultation clause.</p>



Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.</p> <p><b>Major change</b></p> <p>24.2 For a major change referred to in paragraph 24.1(a):</p> <p>(a) the Company must notify the relevant Employees of the decision to introduce the major change; and</p> <p>(b) subclauses 24.3 to 24.9 apply.</p> <p>24.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.</p> <p>24.4 If:</p> <p>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</p> <p>(b) the Employee or Employees advise the Company of the identity of the representative;</p> <p>the Company must recognise the representative.</p> <p>24.5 As soon as practicable after making its decision, the Company must:</p> <p>(a) discuss with the relevant Employees;</p> <p>(i) the introduction of the change; and</p> <p>(ii) the effect the change is likely to have on the Employees; and</p> <p>(iii) measures the Company is taking to avert or mitigate the adverse effect of the change on the Employees; and</p> <p>(b) for the purposes of the discussion—provide, in writing, to the relevant Employees:</p> <p>(i) all relevant information about the change including the nature of the change proposed; and</p> <p>(ii) information about the expected effects of the change on the Employees; and</p> <p>(iii) any other matters likely to affect the Employees.</p> <p>24.6 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p>	<p>of its obligations under this clause.</p> <p><b>Major Change</b></p> <p>c) Where the Company has made a definite decision to introduce a major change that will be likely to have a significant effect on Employees, the Company will consult with affected Employees about measures to avoid or mitigate the effects of the changes on the Employees. Major change will not include changes as already contemplated for and provided by this Agreement.</p> <p><b>Changes to Rosters or Ordinary Hours of Work</b></p> <p>d) Where the Company has made a definite decision to change the Employees' regular roster or Ordinary Hours of work, the Company will:</p> <p>i. Provide information to the Employees about the change;</p> <p>ii. Invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and</p> <p>iii. Consider any views given by the Employees about the impact of the change.</p>	

Proposed Agreement	MMPL Agreement	Additional comments on differences
24.7 The Company must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.		
24.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Company, the requirements set out in paragraph 24.2(a) and subclauses 24.3 and 24.5 are taken not to apply.		
<p>24.9 In this term, a major change is likely to have a significant effect on Employees if it results in:</p> <ul style="list-style-type: none"> <li>(a) the termination of the employment of Employees; or</li> <li>(b) major change to the composition, operation or size of the Company's workforce or to the skills required of Employees; or</li> <li>(c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or</li> <li>(d) the alteration of hours of work; or</li> <li>(e) the need to retrain Employees; or</li> <li>(f) the need to relocate Employees to another workplace; or</li> <li>(g) the restructuring of jobs.</li> </ul> <p><b>Change to regular roster or ordinary hours of work</b></p>		
<p>24.10 For a change referred to in paragraph 24.1(b):</p> <ul style="list-style-type: none"> <li>(a) the Company must notify the relevant Employees of the proposed change; and</li> <li>(b) subclauses 24.11 to 24.15 apply.</li> </ul>		
24.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.		
<p>24.12 If:</p> <ul style="list-style-type: none"> <li>(a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and</li> <li>(b) the Employee or Employees advise the Company of the identity of the representative;</li> </ul>		

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>24.13 the Company must recognise the representative. As soon as practicable after proposing to introduce the change, the Company must:</p> <ul style="list-style-type: none"> <li>(a) discuss with the relevant Employees the introduction of the change; and</li> <li>(b) for the purposes of the discussion—provide to the relevant Employees: <ul style="list-style-type: none"> <li>(i) all relevant information about the change, including the nature of the change; and</li> <li>(ii) information about what the Company reasonably believes will be the effects of the change on the Employees; and</li> <li>(iii) information about any other matters that the Company reasonably believes are likely to affect the Employees; and</li> </ul> </li> <li>(c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).</li> </ul> <p>24.14 However, the Company is not required to disclose confidential or commercially sensitive information to the relevant Employees.</p> <p>24.15 The Company must give prompt and genuine consideration to matters raised about the change by the relevant Employees.</p> <p>24.16 In this term <b>relevant Employees</b> means the Employees who may be affected by a change referred to in subclause 24.1.</p>		
<p>25. <b>REDUNDANCY</b></p> <p>25.1 <b>Definition of redundancy</b></p> <ul style="list-style-type: none"> <li>(a) An Employee is made redundant where an Employee’s employment is terminated at the Company’s initiative: <ul style="list-style-type: none"> <li>(i) because the Company no longer requires the job done by the Employee to be done by anyone except where this is due to the ordinary and customary turnover of labour; or</li> <li>(ii) because of insolvency or bankruptcy of the Company.</li> </ul> </li> </ul>	<p><b>13 Redundancy</b></p> <p>In addition to the period of notice prescribed for termination, an Employee eligible for redundancy pay under the NES whose employment is terminated by the Company due to redundancy shall be entitled to a redundancy pay in respect of a continuous period of service in accordance with the Act.</p>	<p>The Proposed Agreement provides for redundancy in accordance with the NES or the BHP Company policy payment that is the greater of:</p> <ul style="list-style-type: none"> <li>(a) the NES (between 4 and 16 weeks pay);</li> <li>(b) for the term of the Proposed Agreement, the entitlements in the Policy as at the commencement of the Proposed Agreement (4 or 5) weeks notice, plus 14 weeks’ severance and an additional 2.5 weeks for each year of service.); and</li> </ul>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>(b) This clause does not apply to Employees engaged for a fixed term or a specified task.</p> <p><b>Redundancy payment</b></p> <p>25.2 Except where clause 25.4 applies, when terminations of employment occur due to redundancy the Employees terminated are entitled to redundancy pay equal to the greater of:</p> <p>(a) the amount the Employee would be entitled to under the relevant modern award; or</p> <p>(b) for the term of this Agreement, the amount of redundancy pay payable under the BHP Redundancy Termination Australia Policy, as amended from time to time.</p> <p>25.3 The entitlements under clause 25.2 will not be less than:</p> <p>(a) the NES;</p> <p>(b) for the term of this Agreement, the entitlements in the Policy as at the commencement of this Agreement;</p> <p>(c) regardless of length of employment, four weeks' pay.</p> <p>25.4 <b>Exemption</b></p> <p>Subject to the NES, the Company is not liable for any payment in clause 25.2 if the Company would not have been required to make a payment of redundancy pay to the Employee under the relevant modern award from time to time.</p> <p>25.5 <b>Variation of redundancy pay</b></p> <p>Despite anything in this clause, the Company may make application to the FWC to be granted relief from the obligation to make a payment pursuant to clause 25.</p>		<p>(c) regardless of length of employment, four weeks' pay.</p> <p>If the MMPL Agreement applied, it provides for Employees eligible under redundancy pay under the NES shall be entitled to a redundancy pay in respect of a continuous period of service in accordance with the FW Act.</p>
<p>26. <b>TERMINATION OF EMPLOYMENT</b></p> <p>26.1 An Employee may resign from their employment with the Company by giving one week's written notice to the Company.</p> <p>26.2 Subject to clause 26.3, the Company may terminate the employment of a Full Time or Part Time Employee by giving the Employee four weeks' written notice or by payment by the Company in lieu of all or part of that notice.</p> <p>26.3 The Company may employ any Full Time or Part Time Employee on probation. In that case, the period of probation will begin on the</p>	<p><b>12 Probation</b></p> <p>All Employees (except Casual Employees) shall be employed subject to an initial probationary period of three months. During the probationary period the Employee's employment will be reviewed and assessed by the Company and, provided the Employee's performance and conduct is assessed as satisfactory, at the completion of the probationary period the Employee will be offered ongoing employment.</p> <p><b>14 Contract of Employment</b></p>	<p>Under the Proposed Agreement, an Employee may resign by giving one week's written notice to the Company.</p> <p>If the MMPL Agreement applied, either party may terminate the Employee's employment by giving a notice period. This period shall be:</p> <ul style="list-style-type: none"> <li>• Permanent Employee: <ul style="list-style-type: none"> <li>○ Not more than 1 year: 1 week;</li> </ul> </li> </ul>

Proposed Agreement	MMPL Agreement	Additional comments on differences										
<p>commencement of employment and will continue for a period of up to 6 months continuous service. During the period of probation, the Company may terminate the Employee's employment by giving one week's written notice or payment by the Company in lieu of all or part of that notice.</p>	<p>a) Either party may terminate the Employee's employment by giving a notice period (or payment in lieu or forfeiture). This period shall be:</p> <p><b>Casual</b></p>	<ul style="list-style-type: none"> <li>○ More than 1 year but not more than 3 years: 2 weeks;</li> <li>○ More than 3 years but not more than 5 years: 3 weeks; and</li> <li>○ More than 5 years: 4 weeks.</li> </ul>										
<p>26.4 The period of notice to be given by the Company to Full Time or Part Time Employees under clause 26.2 shall increase by one week if the Employee is over 45 years old and has completed more than two years' continuous service with the Company.</p>	<table border="1" data-bbox="902 339 1585 467"> <thead> <tr> <th data-bbox="902 339 1339 403"></th> <th data-bbox="1339 339 1585 403">Notice Period</th> </tr> </thead> <tbody> <tr> <td data-bbox="902 403 1339 467">Casual Employee</td> <td data-bbox="1339 403 1585 467">4 hours</td> </tr> </tbody> </table>		Notice Period	Casual Employee	4 hours	<p>A 3 month probationary period applies under the MMPL Agreement, whereas a 6 month probationary period applies under the Proposed Agreement.</p>						
	Notice Period											
Casual Employee	4 hours											
<p>26.5 The Company may dismiss an Employee without notice for any serious misconduct and in such case, the Employee's remuneration shall be payable only up to the time of dismissal.</p>	<p><b>Permanent</b></p> <table border="1" data-bbox="902 515 1585 890"> <thead> <tr> <th data-bbox="902 515 1339 579">Period of Continuous Service</th> <th data-bbox="1339 515 1585 579">Notice Period</th> </tr> </thead> <tbody> <tr> <td data-bbox="902 579 1339 643">Not more than 1 year</td> <td data-bbox="1339 579 1585 643">1 week</td> </tr> <tr> <td data-bbox="902 643 1339 738">More than 1 year but no more than 3 years</td> <td data-bbox="1339 643 1585 738">2 weeks</td> </tr> <tr> <td data-bbox="902 738 1339 826">More than 3 years but not more than 5 years</td> <td data-bbox="1339 738 1585 826">3 weeks</td> </tr> <tr> <td data-bbox="902 826 1339 890">More than 5 years</td> <td data-bbox="1339 826 1585 890">4 weeks</td> </tr> </tbody> </table> <p>The period of notice for Permanent Employees is increased by one week in the event the Employee is over 45 years old and has completed at least two years' continuous service with the Company.</p> <p>b) Notwithstanding the period of notice in subclause (a), the Company has the right to summarily dismiss an Employee for reasons of serious misconduct, and under such circumstances, the Employee will be paid up to and including the last day of work only.</p> <p>c) With the exception of authorised absences for which paid leave is prescribed by this Agreement, the Company is under no obligation to pay for any day not worked by an Employee.</p> <p>d) Should an Employee have three consecutive days of unauthorised absence from work, the Employee shall be deemed to have abandoned his or her employment, unless through exceptional circumstances the Employee has been unable to communicate the Employee's absence</p>	Period of Continuous Service	Notice Period	Not more than 1 year	1 week	More than 1 year but no more than 3 years	2 weeks	More than 3 years but not more than 5 years	3 weeks	More than 5 years	4 weeks	
Period of Continuous Service	Notice Period											
Not more than 1 year	1 week											
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Proposed Agreement	MMPL Agreement	Additional comments on differences
	<p>to the Company.</p> <p>e) Subject to an authorisation given by an Employee setting out the reason and amount for deductions, monies paid in advance by the Company to an Employee or any overpayments made may be recovered from any accrued entitlement owing to them.</p> <p>f) Upon termination of employment for any reason, an Employee must return immediately all property belonging to the Company. Subject to an authorisation given by an Employee setting out the reason and amount for deductions, any outstanding equipment, costs or monies owed to the Company will be deducted from the Employee's final payment of monies made by the Company.</p>	
<p>27. <b>RECONCILIATION</b></p> <p>27.1 The Company is committed to reconciling in accordance with this clause, the amounts payable to Employees to ensure that each Employee receives at least the Above Award Guarantee, on the rostered hours actually worked.</p> <p>27.2 Once this Agreement has been in operation for six months, an Employee can make a written request for a review:</p> <p>(a) within 28 days after 1 January or 1 July each year (<b>Review Date/s</b>), and covering the period of six months prior to the respective Review Dates; or</p> <p>(b) at the time of termination of an Employee's employment covering the period since the last relevant Review Date if their employment ends before completion of the six month period.</p> <p><b>(Review Period).</b></p> <p>27.3 The review will be conducted by reviewing the amounts paid and rostered hours actually worked in the Review Period.</p> <p>27.4 If the total amount paid to an Employee in respect of the Review Period for their rostered hours is less than the Above Award Guarantee in respect of the Review Period, the Company will make a top-up payment of the difference to the Employee within 14 days.</p>	<p><i>No equivalent provision.</i></p>	

Proposed Agreement	MMPL Agreement	Additional comments on differences
<p>28. <b>NO FURTHER CLAIMS</b></p> <p>This Agreement is a comprehensive and full settlement of all Employee enterprise bargaining claims for the duration of this Agreement unless otherwise permitted by the FW Act.</p>	<p><b>6 No Extra Claims</b></p> <p>It is a fundamental term of this Agreement that Employees bound by this Agreement will not for so long as the Agreement remains within its nominal term:</p> <ul style="list-style-type: none"> <li>a) Support or advance any other or extra claims against the Company; or</li> <li>b) Threaten, organise or engage in any industrial or other action in support or connection with such extra claims or any other matter.</li> </ul>	<p>Both Agreements include similar provisions around Employees not bringing further claims against the Company during the term of the Agreements.</p>
<p><b>APPENDIX 1 – ABOVE AWARD GUARANTEE FORMULA</b></p> <p>The following assumptions and formula are to be used in the calculation of Above Award Guarantee rates:</p> <ol style="list-style-type: none"> <li>1. The calculations will be based on applicable Award rates as at the date of calculation. Current rates are set out for information only. In this clause, standard rate means the standard rate for the relevant award.</li> <li>2. All roster calculations are based on allocating ordinary hours equally across all rostered working shifts e.g., in coal operations on a 7/7 12.5DN roster, 10 ordinary hours are allocated for each shift and 2.5 hours of overtime.</li> <li>3. Payment at the following rates for the applicable hours per roster cycle: <ul style="list-style-type: none"> <li>(a) For the <i>Black Coal Mining Industry Award 2020 (BCMI Award)</i> – the relevant rates of pay in Schedule C of the Award - Summary of Hourly Rates of Pay—Production and Engineering Employees</li> <li>(b) For the <i>Mining Industry Award 2020 (MI Award)</i> – the relevant rates of pay in Schedule B of the Award - Summary of Hourly Rates of Pay</li> <li>(c) Shifts will be considered afternoon and night shifts for the purposes of the BCMI Award and MI Award based on the rostered end time of the shift</li> </ul> </li> <li>4. Include the following allowances where applicable per roster cycle: <ul style="list-style-type: none"> <li>(a) In coal operations: <ul style="list-style-type: none"> <li>(i) First aid</li> </ul> </li> </ul> </li> </ol>	<p><i>No equivalent provision.</i></p>	<p>This Appendix to the Proposed Agreement sets out the formula for calculating the Employee's Above Award Guarantee Annual Salary in clause 7.</p>

Proposed Agreement	MMPL Agreement	Additional comments on differences
<ul style="list-style-type: none"> <li>• First aid officer where an employee is appointed as a first aid officer – 0.76% of standard rate - flat rate per shift or attendance or paid absence from work (currently \$7.51).</li> <li>• First aid attendant where an employee is appointed as a first aid attendant – 0.45% of standard rate – flat rate per shift (currently \$4.45).</li> </ul> <p>(ii) Water money - 0.49% of standard rate - flat rate for all employees per shift (currently \$4.84).</p> <p>(iii) Dirty work - 0.23% of standard rate - flat rate for all employees per shift (currently \$2.27).</p> <p>(iv) Additional night shift - 0.85% of standard rate - flat rate for all employees per night shift (currently \$8.40).</p> <p>(v) Additional afternoon shift – 0.43% of standard rate – flat rate for all employees per afternoon shift (currently \$4.25).</p> <p>(vi) Confined space – 0.08% of standard rate – rate per hour for employees while working in confined space (currently \$0.79).</p> <p>(vii) Height money – 0.23% of standard rate - flat rate per shift where an employee is engaged on work at a height of 7.5 metres or more above the nearest horizontal plane (currently \$2.27 per shift).</p> <p>(viii) Boom welding (trades employees only) – 0.095% of standard rate – rate per hour for trades employees who are carrying out pressure or x-ray standard welding on booms (currently \$0.94 per hour).</p> <p>(b) In other mining operations:</p> <p>(i) Industry allowance – 3.7% of standard rate all-purpose per week for all employees (currently \$36.82).</p> <p>(ii) First aid allowance where an employee who holds first aid qualifications from St John Ambulance or an equivalent body, is appointed by the employer to participate in the emergency response team or</p>		



Proposed Agreement	MMPL Agreement	Additional comments on differences									
<p>otherwise to perform first aid duty - 2% of standard rate - flat rate per week (currently \$19.90).</p> <p>(iii) Electrical licence - where the employee is required by the Company to hold an electrical technicians licence (or equivalent) – 4.55% of standard rate - all-purpose per week (currently \$45.27).</p> <p>5. Multiply the relevant sum of steps 3 and 4 by the number of cycles per year e.g. for a 7/7 12.5DN roster, a cycle is 4 weeks/28 days, and in 365.25 days (allowing for a leap year in 2024) there are 13.044 cycles.</p> <p>6. Add 11 public holidays at the relevant double time rate in the applicable award to the sum in step 5 (single time is already included in the rates above to make a total of treble time), provided that the total amount included in salary for the 11 shifts treated as public holiday shifts will not be less than the amount payable under the applicable award for working those shifts.</p> <p>7. Add 5% to the total in step 6 to provide the Above Award Guarantee Annual Salary.</p> <p>8. In addition, the following payments where applicable, will be paid separately to the sum at step 7 at the rate of 105% of the Award rate as stated in the table below. In the event that any other allowances not included in step 4 and 8 are payable to an employee under the Award they will also be paid at the rate of 105%.</p>											
<b>Employees in coal operations</b>											
<table border="1"> <thead> <tr> <th data-bbox="91 1066 376 1232">Allowance</th> <th data-bbox="376 1066 586 1232">% of standard rate in BCMI Award</th> <th data-bbox="586 1066 739 1232">Current Award rate</th> <th data-bbox="739 1066 904 1232">Current 105% of Award rate</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Allowance	% of standard rate in BCMI Award	Current Award rate	Current 105% of Award rate							
Allowance	% of standard rate in BCMI Award	Current Award rate	Current 105% of Award rate								

Proposed Agreement				MMPL Agreement	Additional comments on differences
Washery allowance – flat rate for each day/shift where an employee is employed in or about a washery. This allowance is in substitution of all other disability allowances in this step 8.	0.63 per day/shift	\$6.22	\$6.53		
Shaft work – flat rate for each day/shift where Electrical / Mechanical employees are engaged on shaft work	0.59 per day/shift	\$5.83	\$6.12		

Proposed Agreement				MMPL Agreement	Additional comments on differences
Sewer/shaft work – flat rate for each day/shift where Electrical / Mechanical employees required to carry out work in connection with the release of blockages in sewerage lines and connections thereto (including pumps) for a minimum of four hours (or one hour after removal from a pumping station or treatment works for cleaning or stripping)	0.3 per day/shift	\$2.96	\$3.11		
Underground allowance - flat rate per shift where an adult Electrical/ Mechanical employee works underground on any shift	0.23 per shift	\$2.27	\$2.38		

Proposed Agreement				MMPL Agreement	Additional comments on differences
Meal allowance - flat rate for each meal where an employee works un-rostered overtime, unless		\$18.08	\$18.98		
<ul style="list-style-type: none"> <li>notified no later than the previous day of the requirement to work overtime; or</li> <li>supplied with a meal.</li> </ul>					
Tool allowance – flat rate per week where an employee is required to provide their own necessary tools.		\$13.22	\$13.88		
<b>Employees in other mining operations</b>					
<b>Allowance</b>	<b>% of standard rate in MI Award</b>	<b>Current Award rate</b>	<b>Current 105% of Award rate</b>		

Proposed Agreement				MMPL Agreement	Additional comments on differences
Leading hand allowance – flat rate per week if appointed in writing to such position  <ul style="list-style-type: none"> <li>• 3 to 10 employees</li> <li>• 11 to 20 employees</li> <li>• More than 20 employees</li> </ul>	<ul style="list-style-type: none"> <li>• 4.4</li> <li>• 5.6</li> <li>• 7.53</li> </ul>	<ul style="list-style-type: none"> <li>• \$43.78</li> <li>• \$55.72</li> <li>• \$74.92</li> </ul>	\$45.97 \$58.51 \$78.67		
	Underground allowance- the flat rate per hour worked underground where an Employee (other than underground miners) works underground.	7	\$1.83	\$1.92	

Proposed Agreement				MMPL Agreement	Additional comments on differences
Meal allowance – flat rate for each meal where an employee works un-rostered overtime, unless		\$19.36	\$20.33		
<ul style="list-style-type: none"> <li>notified no later than the previous day of the requirement to work overtime; or</li> <li>supplied with a meal or meal making facilities.</li> </ul>					
Tool allowance – flat rate per week where an employee is required by the employer to supply and maintain tools ordinarily required in the performance of work.		\$17.46	\$18.33		
<i>No equivalent provision.</i>				<b>16 Fitness for Work/Conduct</b> <ul style="list-style-type: none"> <li>a) Employees may be required to undertake medical assessments and/or drug and alcohol tests for fitness of duty, safety purposes or to meet client or site requirements. The form and manner of such assessments or tests will be at the discretion of the Company.</li> <li>b) Should an Employee not submit to or fail a drug and alcohol test, be unfit for work, compromise safety or be involved in unacceptable behaviour, they will be subject to</li> </ul>	The Proposed Agreement does not have any comparable terms.

Proposed Agreement	MMPL Agreement	Additional comments on differences
	<p>disciplinary action in accordance with Company policies and procedures.</p> <p>c) Further, the Employee may be required to pay all travel costs associated with their return from the location at which they are working to their usual point of hire.</p>	